

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384363

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Leafproof Products, LLC		04/29/2016	Limited Liability Company: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GP Industries, LLC		
<b>Street Address:</b>	20221 Park Road		
<b>City:</b>	Elkhorn		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68022		
<b>Entity Type:</b>	Limited Liability Company: NEBRASKA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4145747	LEAFPROOF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8013283600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	8013283600		
<b>Email:</b>	danderson@kmclaw.com		
<b>Correspondent Name:</b>	Dax D. Anderson		
<b>Address Line 1:</b>	60 East South Temple, Suite 1800		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	Dax D. Anderson		
<b>SIGNATURE:</b>	/Dax D. Anderson/		
<b>DATE SIGNED:</b>	05/13/2016		
<b>Total Attachments: 7</b>			
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**ORIGINAL**

ASSET PURCHASE AGREEMENT

AGREEMENT made this 29<sup>th</sup> Apr day of April, 2016, between LEAFPROOF PRODUCTS, LLC, a Nebraska Limited Liability Company, 8702 South 135<sup>th</sup> Street, Omaha, NE 68138 (hereinafter referred to as "Seller"), TODD A. DUNKER, 4505 South 139<sup>th</sup> Street, Omaha, NE 68137 (hereinafter referred to as "Dunker"), and GP INDUSTRIES, LLC, a Nebraska Limited Liability Company, 20221 Park Road, Elkhorn, NE 68022 (hereinafter referred to as "GP").

IN CONSIDERATION of the mutual agreements and promises of Seller, Dunker, and GP, it is agreed between Seller, Dunker, and GP as follows:

ASSETS SOLD TO DUNKER

1. To the extent owned by Seller, Seller agrees to sell to Dunker and Dunker agrees to purchase from Seller the real estate located at 8702 South 135<sup>th</sup> Street, Omaha, Nebraska, legally described as:

Lot 5A, I80 Industrial Park 2 Replat 1, a Subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska

together with all (i) buildings, (ii) fixtures, (iii) improvements, (iv) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests appurtenant to and which benefit the real estate and/or the improvements, (v) equipment permanently attached to the real estate, and (vi) all of the assets described in the attached Exhibit "A", hereinafter collectively referred to as "the Dunker Assets".

ASSETS SOLD TO GP

2. To the extent owned by Seller, Seller agrees to sell to GP and GP

04/03/18

agrees to purchase from Seller all of Seller's assets, except the Dunker Assets, including, but not limited to, (i) all assets identified in Seller's Bankruptcy schedules, (ii) all assets listed in the appraisal prepared by Jay D. Nitz and dated effective September 10, 2015, (iii) all assets either initially or currently held by Quality Machinery and/or Distenfino Technology and Manufacturing Company (3838 S. 108<sup>th</sup> Street, Omaha, NE 68144), (iv) all vehicles owned by Seller on the date Seller filed its Bankruptcy petition, (v) all inventory, whether work in process or raw material, (vi) other than the Purchase Price described in Section 3 herein and any cause of action arising under the Bankruptcy Code and possessed by Seller, all assets acquired by Seller after the filing of Seller's Bankruptcy case, and (vii) all assets described on the attached Exhibit "B", hereinafter collectively referred to as "the GP Assets".

### PURCHASE PRICE

3.

(a) The purchase price for the Dunker Assets shall be Two Million Two Hundred Eighty-Five Thousand and no/100 Dollars (\$2,285,000.00), to be paid by Dunker as follows:

- i. Dunker has paid Seller a Deposit of \$21,000.00 (Dunker's Deposit is being held pursuant to the terms and conditions of the Auction and Bidding Procedures for the assets filed in Seller's Bankruptcy case);
- ii. \$2,154,217.08 shall be paid to First Westroads Bank on the Closing Date; and
- iii. The balance of the purchase price, \$109,782.92, shall be paid to Seller's attorney, Patrick R. Turner of Stinson Leonard Street LLP, on behalf of Seller on the Closing Date.

(b) The purchase price for the GP Assets shall be Four Hundred Eighty

Thousand and No/100 Dollars (\$480,000.00), to be paid by GP as follows:

- i. GP has paid Seller a Deposit of \$4,500.00 (GP's Deposit is being held pursuant to the terms and conditions of the Auction and Bidding Procedures for the assets filed in Seller's Bankruptcy case);
- ii. \$450,000.00 shall be paid to First Westroads Bank on the Closing Date; and
- iii. The balance of the purchase price, \$25,500.00, shall be paid to Seller's attorney, Patrick R. Turner of Stinson Leonard Street LLP, on behalf of Seller on the Closing Date.

#### CLOSING AND POSSESSION

4. Closing of this Agreement shall take place immediately upon the entry of an order approving of this transaction by the United States Bankruptcy Court for the District of Nebraska ("the Bankruptcy Court"), or as soon as reasonably practical thereafter. Dunker and GP shall be entitled immediate access and possession of their respective assets upon Closing, or as soon as reasonably practical thereafter.

#### CONVEYANCE BY SELLER

5. Conveyance by Seller shall be by Debtor-in-Possession Deed and Bill of Sale to Dunker and by Seller's Bill of Sale to GP, and, subject to any Order(s) entered by the Bankruptcy Court, free and clear of all liens and encumbrances or special taxes levied or assessed, and with no tenants in possession of the Dunker Assets. Seller shall not pay or be responsible for any documentary or stamp tax on the Deed transferring the Dunker Assets to Dunker, or any fee for recording said Deed.

#### TITLE INSURANCE

6. Dunker shall obtain an owner's commitment for title insurance in the

amount of Two Million Two Hundred and Eighty-Five Thousand and No/100 Dollars (\$2,285,000.00), on the Dunker Assets from Nebraska Title Company.

RISK OF LOSS

7. Any risk of loss to the Dunker Assets and GP Assets shall be borne by Seller until title has been conveyed to Dunker and GP. If said assets are materially damaged prior to Closing, Dunker and/or GP shall have the right to rescind this Agreement and Seller shall return Dunker's and GP's respective Deposits. Seller shall keep the Dunker Assets and GP Assets insured until Closing and shall maintain said assets in their present condition and maintain any utility service.

MODIFICATION

8. No modification of this Agreement shall be valid or binding unless such modification is in writing and signed by Seller, Dunker and GP.

"AS IS – WHERE IS"

9. Dunker and GP acknowledge that they are purchasing their respective assets from Seller "AS IS-WHERE IS", and Seller is making no representations or warranties of any kind to Dunker and GP.

SIGNATURE AND EFFECTIVE DATE

10. This Agreement shall not be effective as a contract until duly signed by all parties. The effective date of this Agreement is the date first hereinabove set forth.

MISCELLANEOUS TERMS

11. The following terms apply to the Dunker Assets only and are included in this Agreement:

(a) Within five (5) days following the effective date hereof, Seller shall deliver to Dunker copies of the following documents, if Seller or its agents have any of the documents in their possession:

- i. Any surveys of the real estate;
- ii. Any environmental surveys, studies, and notices;
- iii. Any notices from governmental agencies regarding zoning, eminent domain, life safety, or traffic; and
- iv. Any building plans.

(b) There shall not have occurred prior to Closing, without Dunker's prior written consent, (i) any change to title or survey matters previously reviewed, or (ii) any material changes to the condition of the real estate or its occupancy or operations, except as may be expressly provided for in this Agreement, including, without limitation, any change of zoning or potential or threatened change of zoning of the real estate, the commencement or potential commencement of a condemnation action affecting the real estate, or any violation of any law, regulation, rule, or ordinance relating to the real estate.

(c) Dunker shall have the privilege of assigning the Dunker Assets to a limited liability company prior to Closing. Dunker shall deliver to Seller an executed copy of any such assignment in which event Seller shall close the transaction with the Assignee of Dunker.

12. This Agreement shall be binding upon and inure to the benefit of Seller, Dunker, and GP, their heirs, Personal Representatives, successors, and assigns.

13. This Agreement contains the entire agreement and understanding between the parties hereto pertaining to the subject matter herein and supersedes any and all prior and/or contemporaneous oral or written agreements and understandings, if any, of the parties hereto in connection therewith. No change, alteration, modification, termination or amendment of this Agreement shall be effective or binding unless set forth in a written instrument signed by all the parties

hereto.

14. This Agreement shall be governed by the laws of the State of Nebraska without regard to choice of law or conflicts of law principles. If any term of this Agreement is held invalid or unenforceable to any extent, then the remaining terms of this Agreement shall not be affected thereby, but each term of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. This Agreement may be executed in counterparts and each such fully-executed counterpart shall constitute an original, all of which together shall constitute one and the same written agreement, and be binding and effective as to all of the parties hereto. The exchange of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement by the parties hereto.

LEAFPROOF PRODUCTS, LLC, a  
Nebraska Limited Liability Company

By   
Adella Bachman



Todd A. Dunker

GP INDUSTRIES, LLC, a Nebraska  
Limited Liability Company

By 

David Herdrich,  
Managing Member



EXHIBIT "B"

GP ASSETS

5 dies and coil (located at a subcontractor of Seller)  
Aluminum coil inventory  
2010 Chevrolet Silverado pick-up  
Forklift  
Customer lists  
Tradenames  
Trademarks  
Telephone numbers  
Website domains  
College World Series tickets  
20 foot trade show display  
Industrial Air compressor  
Small trailer  
Riding mower  
Push mower  
Misc. lawn equipment  
Bunn coffeepot  
Refrigerator  
Microwave  
Oven  
Misc. kitchenware  
Table and chairs in the kitchen  
Network computer server  
Six (6) computers locate in electrical room  
Five (5) computers located in one of the cubicles  
Three (3) large mahogany office desks and credenzas located on the mezzanine  
Large piece of equipment located on the mezzanine  
New pitching machine still in original box located on the mezzanine  
Various items on metal shelving located on the mezzanine  
E-mail addresses  
Usernames and passwords for all computer software owned by Seller